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COR THERAPEUTICS, INC.

PATENT, COPYRIGHT AND
NONDISCLOSURE AGREEMENT

In partial consideration and as a condition of my employment by COR Therapeutics, Inc., a Delaware corporation ("Company"), and effective as of the date that employment by the Company first commenced, the undersigned agrees as follows:

1. NONCOMPETITION

During the term of my employment by the Company, I will not without the prior written approval of (i) an executive officer of the Company in the event that I am not an executive officer of the Company, and (ii) the Board of Directors of the Company, in the event that I am an executive officer of the Company (a) engage in any other professional employment or consulting, or (b) directly or indirectly participate in or assist any business which is a current or potential supplier, customer or competitor of the Company.

2. INVENTIONS2.1 Disclosure.

I shall disclose promptly to an officer or to attorneys of the Company in writing any idea, invention, work of authorship, whether patentable or unpatentable, copyrightable or uncopyrightable, including, but not limited to, any computer program, software, documentation, compound, micro-organism or other cell type, genetic or other biological material, formula, manual, device, improvement, method, process, discovery, concept, algorithm, development, secret process, machine or contribution (any of the foregoing items hereinafter referred to as an "Invention") I may conceive, make, develop or work on, in whole or in part, solely or jointly with others. The disclosure required by this Section applies: (a) during the period of my employment with the Company and for one year thereafter; (b) with respect to all Inventions whether or not they are conceived, made, developed or worked on by me during my regular hours of employment with the Company; (c) whether or not the Invention was made at the suggestion of the Company; (d) whether or not the Invention was reduced to drawings, written description, documentation, models or other tangible form; and (e) whether or not the Invention is related to the general line of business engaged in by the Company. The Company agrees that it will take reasonable precautions to keep Inventions disclosed to it pursuant to this Section 2.1 in strictest confidence and shall not use any Inventions for its own advantage unless those Inventions are assigned to the Company pursuant to Section 2.2 or otherwise.

2.2 Assignment of Inventions to Company; Exemption of Certain Inventions

I hereby assign to the Company without royalty or any other further consideration my entire right, title and interest in and to all Inventions which I have conceived, made, developed or worked on during the period of my employment with the Company and for one year thereafter, except those Inventions that I developed entirely on my own time without using the Company's equipment, supplies, facilities or trade secret information unless those Inventions either: (a) relate at the time of conception or reduction to practice of the Invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or (b) result from any work performed by me for the Company. I acknowledge and agree that the Company has hereby notified me that the assignment provided for in this Section 2.2 does not apply to any Invention which qualifies fully for exemption from assignment under the provisions of Section 2870 of the California Labor Code, a copy of which is attached as Exhibit 2.2.

2.3 Records

I will make and maintain adequate and current written records of all Inventions covered by Section 2.1. These records shall be and remain the property of the Company.

2.4 Patents

Subject to Section 2.2, I will assist the Company in obtaining, maintaining, and enforcing patents and other proprietary rights in connection with any Invention covered by Section 2.1. I further agree that my obligations under this Section 2.4 shall continue beyond the termination of my employment with the Company but if I am called upon to render such assistance after the termination of such employment, I shall be entitled to a fair and reasonable rate of compensation for such assistance. I shall, in addition, be entitled to reimbursement of any expenses incurred at the request of the Company relating to such assistance.

2.5 Prior Contracts and Inventions; Information Belonging to Third Parties

I represent that, except as set forth on Schedule 2.5A hereto as initialed by the Company and me, there are no other contracts to assign inventions that are now in existence between any other person or entity and me. I further represent that (a) I am not obligated under any consulting, employment or other agreement which would affect the Company's rights or my duties under this Agreement, (b) there is no action, investigation, or proceeding pending or threatened, or any basis therefor known to me involving my prior employment or any consultancy or the use of any information or techniques alleged to be proprietary to any

form r employer, and (c) th perf rmance of my duties as an employee of the C mpany will n t breach, r constitut a default und r any agreem nt to which I am b und, including (without limitation) any agr ement limiting the use or disclosure of proprietary information acquired in confidence prior t engagement by the Company. I will n t, in connecti n with my employment by the Company, use or disclose to the Company any confidential, trad secret or other proprietary information of any previous employer or other person to which I am not lawfully entitled. As a matter of record, I attach to Schedule 2.5B of this Agreement a brief description of all Inventions made or conceived by me prior to my employment with the Company which I desire to be excluded from this Agreement.

3. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

I will not, without the prior written consent of (i) an executive officer of the Company, in the event that I am not an executive officer of the Company, and (ii) the Board of Directors of the Company, in the event that I am an executive officer of the Company, divulge to unauthorized persons, or use for any unauthorized purpose, either during or after the term of my employment, any information, matter, or thing of a secret, confidential or private nature ("Confidential Information") connected with the business of the Company or any of its suppliers or customers. Included within the meaning of Confidential Information are matters of a technical or scientific nature (including, but not limited to, Inventions, compounds, micro-organisms, or other cell types, genetic or other biological material, copyrightable material, know-how (whether or n t patentable), formulae, manuals, computer programs, software and documentation, algorithms, concepts, developments, contributions, devices, discoveries, secret processes or machines, and research projects), matters of a business nature (such as information about contract forms, costs, profits, promotional methods, markets, sales, distribution systems, customers, potential customers, suppliers, employees, manufacturing, purchasing and accounting methods), plans for further development, and any other information of a similar nature not available to the public.

4. PROPERTY OF THE COMPANY

All notes, memoranda, reports, drawings, blueprints, manuals, materials, data and other papers and records of every kind which shall come into my possession at any time after the commencement of my employment with the Company, relating to any Inventions or Confidential Information shall be the sole and exclusive property of the Company. This property shall be surrendered to the Company upon termination of my employment with the Company, or upon request by the Company, at any other tim either during or after the termination of such employment.

5. MISCELLANEOUS

5.1 Governing Law

This Agreement shall be construed and governed by the laws of the State of California applicable to contracts entered into and wholly to be performed in California by California residents.

5.2 Enforcement

If any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent possible.

5.3 Injunctive Relief; Consent to Jurisdiction

I acknowledge that the Company will suffer substantial damages not readily ascertainable or compensable in terms of money in the event of the breach of any of my obligations under this Agreement. I therefore agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company) to obtain an injunction from any court of competent jurisdiction prohibiting the continuance or recurrence of any breach of this Agreement. I hereby submit myself to the jurisdiction and venue of the courts of the State of California for purposes of any such action. I further agree that service upon me in any such action or proceeding may be made by first class mail, certified or registered, to my address as last appearing on the records of the Company. I agree that if the Company is successful on any action or proceeding it brings to enforce or interpret this Agreement, it shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which it may be entitled.

5.4 Waiver

The waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.

5.5 Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the successors, executors, administrators, heirs, representatives and assigns of the parties.

5.6 Headings

The Section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement.

5.7 Modifications

All modifications to this Agreement must be in writing and signed by the party against whom enforcement of such modification is sought.

IN WITNESS WHEREOF, I have executed this document as of the 20 day of SEPTEMBER, 1989.

Janitha Panakrishnan
Employee

RECEIPT ACKNOWLEDGED:

By: [Signature]
Title: President

EXHIBIT 2.2

California Labor Cod § 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

Added Stats 1979 ch 1001 § 1; Amended Stats 1986 ch 346 § 1.

SCHEDULE 2.5A

(List here prior contracts to assign inventions that are now in existence between any other person or entity and you.)

6)

SCHEDULE 2.5B

(List here previous Inventions which y u desire to hav
specifically exclud d from th operation of this Agreement.
Continue on reverse sid if nec ssary.)